

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Application No. 10/660,939

Applicant: Lesley et al.

Filed: September 12, 2003

TC/AU: 1744

Examiner: Mark Spisich

Docket No.: 224375

Customer No.: 23460

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 CFR 1.321

Assignee, Carl Freudenberg KG, is the owner of 100 percent interest in the captioned patent application (hereinafter "the present application").

Pursuant to 37 CFR 3.73(b), the assignment of the present application from the inventors, or chain of title from the inventors, to the Assignee was recorded in the Patent and Trademark Office at Reel 015066, Frame 0660, on March 4, 2004, and the assignment attached as Exhibit A was recorded at the U.S. Patent and Trademark Office on October 26, 2006 via Electronic Patent Assignment System (EPAS) and the Reel and Frame are not yet available.

Also, pursuant to 37 CFR 3.73(b), the undersigned has reviewed all the evidentiary documents accompanying or referred to in this Terminal Disclaimer and, to the best of the undersigned's knowledge and belief, certifies that title is in the Assignee.

Assignee, through its attorneys and agents, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the present application that would extend beyond the expiration date of the full statutory term defined in 35 USC 154 to 156 and 173 of any U.S. patent granted on pending Application No. 10/371,815, filed on February 21, 2003, (hereinafter "the second patent"), as shortened by any terminal disclaimer filed prior to the grant of the second patent. Assignee, through its attorneys and agents, further agrees that any

patent granted on the present application shall be enforceable only for and during such period that its legal title is the same as the legal title to the second patent, this agreement to run with any patent granted on the present application and to be binding upon the grantee, its successors, and assigns.

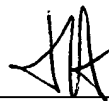
In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the present application that would extend to the expiration date of the full statutory term of the second patent as defined in 35 USC 154 to 156 and 173 in the event the second patent terminates prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer filed prior to the grant of the patent. Examples of such non-applicable termination of the patent granted on the second patent are as follows: (1) second patent expires for failure to pay a maintenance fee, (2) second patent is held unenforceable, (3) second patent is found invalid by a court of competent jurisdiction, (4) second patent is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, (5) second patent has all claims canceled by a reexamination certificate or reissuance, and (6) second patent is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In making this disclaimer, Assignee reserves the right to extend the term of any patent granted on the present application for a period of delay, in the event the delay is defined by statute and/or regulation as allowing, or providing for, an extension of term. This right is reserved in the event the second patent terminates, or does not terminate, prior to the expiration of its full statutory term. Examples of such a delay include regulatory delay, and delay due to appellate review.

The undersigned is empowered to act on behalf of the Assignee.

The Commissioner is hereby authorized to charge to Deposit Account 12-1216 the fee of \$130.00 set forth in 37 CFR 1.20(d). A duplicate copy of this document is enclosed herewith for that purpose.

Respectfully submitted,



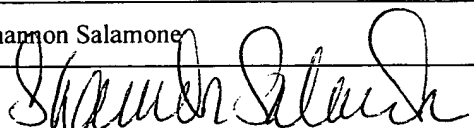
Date: October 26, 2006

John M. Augustyn, Registration No. 33,589
LEYDIG, VOIT & MAYER, LTD.
Two Prudential Plaza, Suite 4900
180 North Stetson Avenue
Chicago, Illinois 60601-6780
(312) 616-5600 (telephone)
(312) 616-5700 (facsimile)

Application No. 10/660,939



Terminal Disclaimer under 37 CFR 1.321

MAILING/TRANSMISSION CERTIFICATE UNDER 37 CFR 1.8 OR 1.10			
I hereby certify that this document and all accompanying documents are, on the date indicated below, being <input checked="" type="checkbox"/> deposited with the U.S. Postal Service using "Express Mail" service in an envelope addressed in the same manner indicated on this document with Express Mail Label Number EV 708753915 US, <input type="checkbox"/> deposited with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed in the same manner indicated on this document, or <input type="checkbox"/> facsimile transmitted to the U.S. Patent and Trademark Office at fax number: (571) 273-8300.			
Name (Print/Type)	Shannon Salamone		
Signature		Date	October 26, 2006



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patent granted on the present application shall be enforceable only for and during such period that its legal title is the same as the legal title to the second patent, this agreement to run with any patent granted on the present application and to be binding upon the grantee, its successors, and assigns.

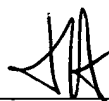
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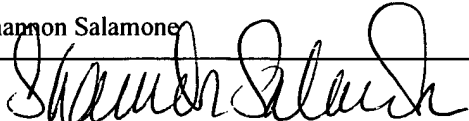
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<i>Name (Print/Type)</i>	Shannon Salamone		
<i>Signature</i>		<i>Date</i>	October 26, 2006

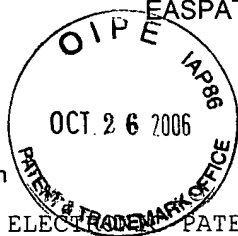
Augustyn, John

From: EPAS Server [epas-server@uspto.gov]
Sent: Thursday, October 26, 2006 3:04 PM
To: Augustyn, John
Subject: Assignment confirmation receipt ID: PAT177077

Attachments: EASPAT177077.html



EASPAT177077.htm
1 (5 KB)



ELECTRONIC PATENT ASSIGNMENT SYSTEM (EPAS) CONFIRMATION RECEIPT

The USPTO has received a Patent Assignment submitted through the Electronic Patent Assignment System (EPAS). This is the only acknowledgement of receipt that will be transmitted for this EPAS submission. The submission may not be recalled.

After review by Assignment Services Division personnel a Notice of Recordation/Non-Recordation will be returned via fax. USPTO will attempt to fax to the number provided in the submission; fax failures will be delivered via US Postal Service to the Correspondence Address provided in the submission.

If a communication from the Assignment Services Division has not been received within 60 days of your confirmation receipt contact the Assignment Services Division Customer Service Desk at 571-272-3350 or send an e-mail to epas@uspto.gov.

If you have a technical question, comment or concern about your EPAS submission call 571-272-3350 during business hours or e-mail to epas@uspto.gov. Please have your EPAS receipt ID which is 'EASPAT177077' available when calling or writing for assistance.

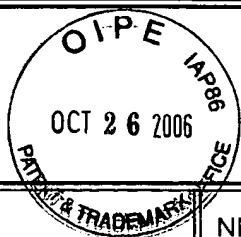
A printable version of the Confirmation Receipt is attached to this e-mail.

Electronic Assignment Server at <http://epas.uspto.gov>

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1



SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name

Execution Date

Freudenberg Household Products LP

10/04/2006

RECEIVING PARTY DATA

Name: Carl Freudenberg KG

Street Address: Hoehnerweg 2-4

City: Weinheim

State/Country: GERMANY

Postal Code: 69469

PROPERTY NUMBERS Total: 1

Property Type

Number

Application Number:

10660939

CORRESPONDENCE DATA

Fax Number: (312)616-5700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-616-5600

Email: jaugustyn@leydig.com

Correspondent Name: John M. Augustyn

Address Line 1: Leydig, Voit & Mayer

Address Line 2: Two Prudential Plaza - Suite 4900

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

224375

NAME OF SUBMITTER:

John M. Augustyn

Signature:	/John M. Augustyn/
Date:	10/26/2006
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	
RECEIPT INFORMATION EPAS ID: PAT177077 Receipt Date: 10/26/2006 Fee Amount: \$40	

ASSIGNMENT

WHEREAS, FREUDENBERG HOUSEHOLD PRODUCTS LP, of 505 Railroad Avenue, Northlake, Illinois 60164 (hereinafter referred to as "Assignor") received an assignment from the inventors of the invention entitled, "Twist Mop," for which invention an application for U.S. Patent was filed on September 12, 2003, under U.S. Patent Application No. 10/660,939, which purports to transfer all right, title and interest in the invention to Assignor;

WHEREAS, ASSIGNOR, acknowledges and agrees that at all times, the inventors had an obligation to transfer such right, title, and interest to CARL FREUDENBERG KG, of Hoehnerweg 2-4, Weinheim, Germany 69469 (hereinafter referred to as "Assignee"); and

WHEREAS, Assignee is desirous of confirming its ownership of the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns the entire right, title, and interest in and to the patent application, U.S. Patent Application No. 10/660,939, and any other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, *nunc pro tunc* as of December 27, 2003 with respect to the interest of Paul M. Lesley, *nunc pro tunc* as of January 12, 2004 with respect to the interest of Uwe Dinger, and *nunc pro tunc* as of December 18, 2003 with respect to the interest of Miroslav Vuckovic, and Assignor does hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

UPON SAID CONSIDERATION, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

ASSIGNOR DOES HEREBY COVENANT and agree with the Assignee that it will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand on the date shown below.

Date 10/4/2006

Ronald Tillery
PRESIDENT, CEO
Title

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

On this 4TH day of OCTOBER, 2006, before me, a Notary Public in and for said county, appeared Ronald Tillery, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Mary K. Martin
Notary Public

{SEAL}

My Commission Expires: 12/07/2006

